MassHealth

University of Massachusetts Medical School
UMASS

MassHealth and UMass Medical School (UMMS)

Center for Health Care Financing

School-Based Medicaid Program

October 1, 2009

School-Based Medicaid Program
User Guide

October 1, 2009

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1 Overview

This guide covers the guidelines and mechanisms for Medicaid reimbursement of health-care-related services as allowable under federal and state Medicaid rules when provided to eligible students under the Individuals with Disabilities Education Act (IDEA).

IDEA requires states to provide free appropriate public education to all children with disabilities between the ages of three years and 22 years. Under this law, local educational authorities (LEAs), may seek Medicaid reimbursement for Medicare-related health-care services when provided to an eligible student pursuant to the student's individual education plan (IEP). The conditions under which health-care-related services are covered are described in the Direct Services Reimbursement section of this guide.

In Massachusetts, Medicaid is operated as the MassHealth program. In the Commonwealth, the School-Based Medicaid program is the mechanism by which an LEA that meets the qualifications of a local governmental entity (LGE) may seek Medicaid reimbursement for its provision of eligible services. The school-based Medicaid program also provides a means for LEAs to seek federal reimbursement for expenditures related to administrative activities that are included in the School-Based Medicaid provider contract that are related to MassHealth, the state's Medicaid program.

Visit www.mass.gov/masshealth for:
- general information about MassHealth; and
- MassHealth provider regulations.

Visit www.mass.gov/masshealth/schools for more information on
- an overview of the School-Based Medicaid program;
- bulletins providing guidance on the School-Based Medicaid program; and
- frequently asked questions about the School-Based Medicaid program.

2 Becoming a School-Based Medicaid Provider

To participate in MassHealth and bill the Medicaid program for services, an LEA must be enrolled as a MassHealth provider. To enter into a provider contract, an LEA must request a School-Based Medicaid enrollment packet from the MassHealth Provider Enrollment and Credentialing Unit. This packet contains a copy of the provider contract and instructions on becoming a provider.

The MassHealth Provider Enrollment and Credentialing Unit also manages provider contracts and an LEA should contact the unit to

- inquire about the status of an application;
- obtain more information about the enrollment and credentialing process; and
- to inform MassHealth of any material change in any of the information submitted on the application form. Providers are obligated to notify MassHealth of any changes in address or other information supplied in the provider application.

The MassHealth Provider Enrollment and Credentialing Unit can be reached by telephone at 1-800-841-2900 or by e-mail at providersupport@mahealth.net. The mailing address for the unit is given below.

Via US Mail
MassHealth Customer Service
Attention: Provider Enrollment
and Credentialing
P.O. Box 9118
Hingham, MA 02043

Via Hand Delivery, UPS, FedEx, or courier
MassHealth Customer Service
75 Sgt. William B. Terry Drive
Hingham, MA 02043

1. For a copy of the provider contract see Appendix 1 in this guide.
2. For contact information for MassHealth Enrollment and Credentialing and MassHealth Customer Service see Appendix 2 in this guide.

3 Direct Service Claiming (DSC)

3.1 Covered Services

In order for services to be covered by the School-Based Medicaid program, the following requirements apply

- **Random Moment Time Study:** School-Based Medicaid providers must participate in the Random Moment Time Study (RMTS)
- **IDEA/IEP:** Services must be included in the student's Individualized Education Plan (IEP)
- **Covered Services:** Services must be covered by MassHealth within the School-Based Medicaid program
- **Provider Qualifications and Supervisory Requirements:** Services must be provided by qualified practitioners. In certain cases, supervisory requirements apply.
- **Authorization of Services:** Authorization of services must be appropriately documented
- **Documentation of Health-Related Services:** Service delivery must be appropriately documented
- **Eligible MassHealth Members:** Services must be delivered to students eligible for MassHealth on the date of service

Random Moment Time Study (RMTS)

In order to participate in the direct service claiming (DSC) program, a school district must participate in the quarterly, statewide RMTS. For additional information about the RMTS, refer to the User Guide for Statewide Random Moment Time Study (RMTS).

> **Related Guide:**
> User Guide for Statewide Random Moment Time Study

IDEA/IEP

Providers can claim only for health-related services provided to students through a valid individualized education plan (IEP) in accordance with IDEA requirements.

Note: Services provided to students who are covered under Section 504 of the Rehabilitation Act and who do not receive services through an IEP are not covered under the School-Based Medicaid program.

Covered Services

MassHealth will pay for direct services through this program when they are

- included in the students IEP;
- medically necessary in accordance with MassHealth regulations; and
- furnished by practitioners possessing the qualifications described in Appendix 3 who are acting within the scope of their license.

Note: Personal care service providers are not required to be licensed. Covered personal care services are described in detail below.

Personal Care Services

Personal care services consist of physical assistance with activities of daily living or instrumental activities of daily living, as defined below. Please note that personal care services must be authorized by a physician or nurse practitioner as described in the Authorization of Services section of this document, in order to be reimbursable under the School-Based Medicaid program.

Activities of Daily Living (ADLs)

Activities of daily living include the following.

1. Mobility: physically assisting a member who has a mobility impairment that prevents unassisted transferring, walking, or use of prescribed durable medical equipment
2. Assistance with medications or other health-related needs: physically assisting a member to take medications prescribed by a physician that otherwise would be self administered
3. Bathing/grooming: physically assisting a member with basic care such as bathing, personal hygiene, and grooming skills
4. Dressing or undressing: physically assisting a member to dress or undress
5. Passive range-of-motion exercises: physically assisting a member to perform range-of-motion exercises
6. Eating: physically assisting a member to eat. This can include assistance with tube-feeding and special nutritional and dietary needs
7. Toileting: physically assisting a member with bowel and bladder needs

Instrumental Activities of Daily Living (IADLs)

Instrumental activities of daily living include the following.

1. Household services: Physically assisting with household management tasks that are incidental to the care of the member, including laundry, shopping, and housekeeping
2. Meal preparation and clean-up: Physically assisting a member to prepare meals
3. Transportation: Accompanying the member to medical providers
4. Special needs: Assisting the member with:
   a. the care and maintenance of wheelchairs and adaptive devices;
   b. completing the paperwork required for receiving personal care services; and
   c. other special needs approved by the MassHealth agency as being instrumental to the health-care of the member.

Provider Qualifications and Supervisory Requirements

Practitioners may be School-Based Medicaid provider employees/staff or contractors who provide direct services to students. Practitioners for whom there are supervision requirements must be so supervised in order for the service to be reimbursable. Provider qualifications and supervisory requirements are found in School-Based Medicaid Bulletin 17, dated April 2009.

See Appendix 3 in this guide for
- information on MassHealth regulations governing practitioner qualifications;
- current practitioner qualifications; and
- current practitioner supervisory requirements.

Authorization of Services

Additionally, the following services must be prescribed by, referred by, recommended by, ordered by, provided under the direction of, or otherwise authorized in writing by a practitioner as described below.

- Behavioral health services must be recommended by a licensed practitioner of the healing arts within the scope of their license.
- Personal care services must be authorized by a physician or nurse practitioner.
- Services provided by a physical therapist, a physical therapy assistant, an occupational therapist, an occupational therapy assistant, a speech and language therapist, a speech-language therapy assistant or an audiology assistant must be recommended by a physician or by a licensed practitioner of the healing arts within the scope of their license.

Documentation of Health-Related Services

Providers must document all health-related services, as outlined in Municipally Based Health Service, Bulletin 9, dated October 2003. School-Based Medicaid providers may file claims only for those students for whom they have a documented record of Medicaid services delivered. Documentation must be completed for all Special Education health-related Medicaid covered services provided to Medicaid-eligible children. Services provided by assistants must be supervised by a licensed professional, and the documentation must be co-signed by the supervising, licensed professional in accordance with the supervisory requirements for the provider type.

Documentation is required each time a Medicaid service is delivered to a student. One form may be completed on a monthly basis that details each time a service was provided during that month. Documentation records must be maintained for a minimum of six years, as outlined in the provider contract. MassHealth provides a Service Documentation Form that may be used to meet this requirement. While use of this form is not required, the provider must maintain documentation in some form for all required data elements.

The following data elements are required as part of the service documentation.

- **School District Name/Provider Number:** Name of the school district where services are provided and the provider number used to bill the Medicaid program
- **Student Name:** Student's complete legal name
- **Date of Birth:** Student's complete date of birth
- **Student Medicaid Number:** Student's Medicaid identification number (ID)
- **Date:** The date a Medicaid service is provided to a student
- **Activity/Procedure Note:** A written description of the service provided to the student. This must document the extent and duration of the medical service provided.
- **Group/Individual:** Indicate if the student received services on an individual basis (I) or in a group setting (G).
- **Service Time:** The quantity of service provided to the student. This should be recorded as an amount of time (example: 20 minutes). This can capture the cumulative time the provider spent delivering services over the course of the day.
- **Signatures:** The signature of the medical professional providing services must comply with generally accepted standards for record keeping within the applicable provider type as they may be found in laws and regulations of the relevant board of registration. Providers whose services require supervision must have documentation co-signed in accordance with the applicable standards for the provider type. Supervisory requirements are found in School-Based Medicaid Bulletin 17, dated April 2009. The LEA may utilize an electronic documentation format and signature system, in accordance with Municipally Based Health Services Bulletin 10, dated January 2004.

It is the responsibility of the provider to ensure that all contractors (including private schools, collaboratives and 766 schools) document services appropriately and maintain the required records.

See Appendix 4 for the sample Service Documentation Form.

Eligible MassHealth Members

In order for a direct health service that is provided to a student to be reimbursable, the student must be younger than 22 years, eligible for federal Medicaid reimbursement and enrolled in one of the following coverage types:

- MassHealth Standard;
- MassHealth CommonHealth; or
- MassHealth Family Assistance (Direct Coverage only).

Massachusetts provides services through these coverage types to a limited number of individuals who are not eligible for federal reimbursement. Services provided to individuals who receive services at full state cost are not reimbursable under the School-Based Medicaid program.
Note: The School-Based Medicaid program reimburses the public entity that has the financial responsibility for providing services to the student. Therefore, if a student is residing in one

district and attending school in another district, and the district where the student resides is paying for the student to attend school in the other district, only the district in which a student resides may file a Medicaid claim.

If a student is attending a regional district or charter school, only the regional school district or charter school is eligible to file a Medicaid claim on behalf of the student. The public school district should not submit claims for any such student. Refer to the Municipally Based Health Services Bulletin 8, dated October 2003.

The provider must verify MassHealth eligibility of each student in order to claim reimbursement for services provided to that student.

1. Eligibility identification for use in Massachusetts School-Based Direct Services Cost Report and in the Massachusetts School-Based Administrative Activities Cost Report: UMMS maintains an electronic system that contains details of individuals under the age of 22 years eligible for federal Medicaid reimbursement who are eligible for MassHealth as of the 5th day of the first month of each quarter. School Based Medicaid providers must use this system in order to generate eligibility statistics used in Massachusetts School-Based Direct Services Cost Report and in the Massachusetts School-Based Administrative Activities Cost Report.
2. Eligibility identification for use in per-service claims: Eligibility information is accessible through the eligibility verification system known as EVS. A provider must complete a Trading Partner Agreement with the vendor in order to receive an ID and password required to access EVS. EVS provides eligibility information on a daily basis. Providers must verify a student's MassHealth eligibility for the date on which a service is provided in order to submit a per-service claim.
3. There are a variety of methods that can be used to access EVS. These are described in the 270/271 Companion Guide: Health Care Eligibility/Benefit Inquiry and Information Response. A copy of this guide is available at www.mass.gov/masshealth/newmmis.

Related Guides:
- Instruction Guide for Massachusetts School-Based Cost Report
- 270/271 Companion Guide

3.2 Direct Services Reimbursement

Direct Services Claiming (DSC) Final Reimbursement Calculation

Final reimbursement for the DSC component of School-Based Medicaid services is based on Medicaid-allowable actual incurred costs related to service delivery. These expenditures are captured for each State Fiscal Year in the Massachusetts School-Based Direct Services Cost Report. Costs included in this report are both AAC related costs and DSC related costs associated with individuals who provide direct services under the School-Based Medicaid program. A draft copy of the Massachusetts School Based Cost Report and related instructions will be available on the School Based Medicaid Web site (www.mass.gov/masshealth/schools) and by request from UMMS.

Interim Billing

While final reimbursement for the DSC component of the School-Based Medicaid program will be based on actual, incurred Medicaid-allowable expenditures that have been certified using the Massachusetts School-Based Cost Report, the School-Based Medicaid program will pay interim DSC payments according to the following process.

Interim payments will be based on per-unit-service claims filed by School-Based Medicaid providers to the Medicaid Management Information System (MMIS). School-Based Medicaid providers may submit interim claims only for services that meet the requirements outlined in Section A, Covered Services that are provided to eligible members. Claims for interim payments must be submitted within 90 days of the date of service.

School-Based Medicaid providers must use the following codes when filing claims for services provided through DSC.

See Appendix 5 for the Table of Interim Billing Codes.

Note regarding the definition of a unit:

- For services billed per 15-minute increment: 1-15 minutes = 1 unit, 16-30 minutes = 2 units, etc.
- For services billed per 30 minutes: 1-30 minutes = 1 unit, 31-60 minutes = 2 units, etc.
- For services billed per hour: 1-60 minutes = 1 unit, 61-120 minutes = 2 units, etc.

Details about the claim transmission process can be found in the 837 Companion Guide, Health-Care Claim: Professional available at www.mass.gov/masshealth/newmmis.

Related Guide:
837 Companion Guide

Cost Report Reconciliation

After the close of each fiscal year, MassHealth will reconcile any interim payments made to the School-Based Medicaid provider to the actual, incurred Medicaid-allowable costs/expenditures that the provider has certified using the Massachusetts School-Based Medicaid Cost Report. To do this, the certified costs on the Cost Report are compared to the School-Based Medicaid provider's Medicaid interim rate claims for services delivered during the reporting period, as documented in NewMMIS.

Each School-Based Medicaid Provider's interim rate claims are adjusted to reflect, in the aggregate, the total Medicaid-allowable costs based on the certified Cost Report. If the Commonwealth determines that an underpayment has been made, the difference between the value of the interim payment and the value of the certified costs on the Cost Report will be paid to the School-Based Medicaid provider. If the Commonwealth determines that an overpayment has been made, EOHHS will recoup the amount of the overpayment from the School-Based Medicaid provider.

4 Administrative Activities Claiming (AAC)

4.1 Included Activities

In order for administrative activities to be claimed by the School-Based Medicaid program, the following requirements apply.

- **Random Moment Time Study:** School-Based Medicaid providers must participate in the Random Moment Time Study (RMTS).
- **Covered Activity:** The administrative activity must be for the purpose of furthering the Medicaid program and be a type of activity covered by the School-Based Medicaid provider contract.

Random Moment Time Study (RMTS)

In order to participate in the Administrative Activity Claiming (AAC) program, a school district must participate in the quarterly, statewide RMTS. For additional information about the RMTS, refer to the User Guide for Statewide Random Moment Time Study.

> **Related Guide:**
> Instruction Guide for Statewide Random Moment Time Study

Administrative Activities

Administrative activities that are reimbursable under the School-Based Medicaid program are described in detail in the School Based Medicaid provider contract. These services are

1. performing activities that inform eligible or potentially eligible individuals about MassHealth and how to access it;
2. assisting individuals in becoming eligible for MassHealth;
3. performing activities associated with the development of strategies to improve the coordination and delivery of MassHealth-covered services to school-age children, and when performing collaborative activities with other agencies;
4. making referrals for, coordinating, and/or monitoring the delivery of MassHealth-covered services; and
5. assisting an individual to obtain MassHealth-covered transportation or translation services.

> See Appendix 1 for a copy of the provider contract.

4.2 Administrative Activity Claims Reimbursement

Final reimbursement for the AAC component of School-Based Medicaid services is based on Medicaid-allowable actual incurred costs related to service delivery. These expenditures are captured for each quarter in the Massachusetts School-Based Medicaid Administrative Claim. The Instruction Guide for School-Based Medicaid Administrative Activity Claims explains how to complete and submit this quarterly Massachusetts School-Based AAC Cost Report.

Related Guide:
Instruction Guide for Massachusetts School-Based Medicaid Administrative Claims

5 School-Based Medicaid Payments

School-Based Medicaid interim DSC payments and AAC payments are made quarterly. School-Based Medicaid providers will receive separate notification letters from UMMS detailing the amount that the provider will receive for each program. Payments are made separately.

Providers may access the MassFinance Web site to view payment information, including payment amount and date that it was issued. The proper vendor code is required to access this site. To access your school district's payment information, complete the following steps.

1. Go to www.massfinance.state.ma.us.
2. Click on Vendor Web.
3. Click on Vendor Web Login.
4. Enter vendor code and the last four digits of tax ID number and click on Submit.
5. Click on Payment History.
6. Select department: EHS.
7. Choose Date Range.
8. Click Search.

6 Appendix 1: Sample Provider Contract

Commonwealth of Massachusetts
Executive Office of Health and Human Services
School-Based Medicaid Program
Provider Contract

between

Commonwealth of Massachusetts
Executive Office of Health and Human Services

and

[PROVIDER]

[Date]

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
SCHOOL-BASED MEDICAID PROGRAM
PROVIDER CONTRACT

This Contract dated as of _____, is by and between the Commonwealth of Massachusetts Executive Office of Health and Human Services (hereinafter, "EOHHS"), with a business address of One Ashburton Place, Boston, Massachusetts 02108 and

_____ (the legal name of the School-Based Medicaid Provider, hereinafter, the "Provider") with a principal place of business located at:

_____ (Provider's address).

RECITALS

WHEREAS, EOHHS is the single state agency designated to administer the programs of medical assistance under 42 U.S.C. § 1396 et seq., and M.G.L. c. 118E; and

WHEREAS, the Provider desires to participate in the School-Based Medicaid Program under the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual obligations contained in this Contract, the parties agree as follows:

1. DEFINITIONS

The following terms that appear capitalized throughout this Contract shall have the following meanings, unless the context clearly indicates otherwise.

Administrative Activities – Activities performed by a School-Based Medicaid Provider on behalf of the MassHealth program that are necessary for the proper and efficient administration of the Medicaid State Plan, the State Child Health Insurance Program State Plan, and all 1115 Demonstration Projects or other federal waivers within the meaning of Section 1903(a) (7) of the Medicaid Act and 42 CFR 430.1 and 431.15. Administrative Activities are further described in Section 2.2.B of this Contract.

Administrative Activities Claiming – The process through which a Provider requests reimbursement based on Medicaid-allowable actual incurred costs related to Administrative Activities.

Direct Services – School-Based Services performed by a School-Based Medicaid Provider pursuant to the terms of this Contract. Direct Services are further described in Section 2.2.A of this Contract.

Direct Services Claiming – The process through which a Provider requests reimbursement based on Medicaid-allowable actual incurred costs related to Direct Services.

Eligible Members – MassHealth Members under age 21 who are enrolled in MassHealth Standard, CommonHealth, Family Assistance, Basic or Essential Coverage Types and that are eligible for federal reimbursement for non-emergency services. Members who are not eligible for federal reimbursement for non-emergency services—and who are thus not Eligible Members—include, but are not limited to, Members enrolled in the following aid categories:

- MassHealth Standard (16, 41, 44, 45, VX)
- MassHealth CommonHealth (51, 54, 55, ED, EH, EN)
- MassHealth Family Assistance (58, 73, 85, 87, 90. 91, 95, 96, AC)
- MassHealth Basic (64)
- MassHealth Essential (AR, AS, AT, AU, TT, TV)

Executive Office of Health and Human Services (EOHHS) – The executive department of the Commonwealth of Massachusetts established under M.G.L. c. 6A, § 2 that is the single state agency responsible for the administration of the MassHealth program (Medicaid), pursuant to M.G.L. c. 118E, Titles XIX and XXI of the Social Security Act, and other applicable laws and waivers.

Federal Financial Participation (FFP) – The amount of the federal share of qualifying expenditures made by a School-Based Medicaid Provider for Direct Services and Administrative Activities provided pursuant to this Contract.

Individualized Education Program (IEP) – A written statement, developed and approved in accordance with federal special education law in a form established by the Department of

Elementary and Secondary Education, that identifies a student's special education needs and describes the services a school district shall provide to meet those needs.

Interim Rates – Quarterly payments that may be provided by EOHHS to a School-Based Medicaid Provider for Direct Services.

Local Government Entity – Pursuant to M.G.L. c. 44, § 72, and for purposes of this Contract, a city or town, charter school or regional school district that is responsible, or assumes responsibility, either directly or indirectly through an agency or other political subdivision, for the Non-Federal Share of School-Based Medicaid Program expenditures.

MassHealth – The Medicaid program and the State Children's Health Insurance Program of the Commonwealth of Massachusetts, administered by EOHHS pursuant to M.G.L. c. 118E, Title XIX of the Social Security Act (42 U.S.C. § 1396), Title XXI of the Social Security Act (42 U.S.C. § 1397), and other applicable laws and waivers.

MassHealth Coverage Type – The MassHealth eligibility category within 130 CMR 505.000 for which an individual is determined eligible.

MassHealth Member (Member) – Any individual determined by EOHHS to meet the requirements of 130 CMR 505.000.

Medicaid Management Information System (NewMMIS) – The Commonwealth of Massachusetts' system of automated and manual processes that meets the federal guidelines in Part 11 of the State Medicaid Manual, used to process Medicaid claims from providers of medical care and services furnished to Members, and to retrieve and produce service utilization and management information for program administration and audit purposes.

Medicaid State Plan – A comprehensive written statement submitted by EOHHS to the federal Centers for Medicare and Medicaid Services (CMS) pursuant to 42 CFR 430, Subpart B, describing the nature and scope of the Commonwealth's Medicaid program and any other information required by 42 CFR 430, Subpart B.

Medically Necessary – The term defined at 130 CMR 450.204.

Non-Federal Share – The portion of a Provider's expenditures on Direct Services and Administrative Activities that is not the federal share. The Provider is responsible for certifying 100% of the public expenditure on Direct Services and Administrative Activities, including both the Federal and Non-Federal Share.

Protected Information (PI) – Personal data, as defined in M.G.L. c. 66A, and any protected health information, as defined in the HIPAA Privacy Rule, that the Provider creates, receives, obtains, uses, maintains, or discloses under this Contract.

School-Based Medicaid Provider (Provider) – A Local Government Entity that provides School-Based Services to Members and performs Administrative Activities on behalf of EOHHS pursuant to this Contract.

School-Based Services – Medically necessary MassHealth covered services, as delineated in the Medicaid State Plan, which are provided to a member by a School-Based Medicaid Provider when listed in the Member's IEP.

School Personnel – A School-Based Medicaid Provider's salaried and/or contract staff operating under a contractual agreement with the School-Based Medicaid Provider. School Personnel include, but are not limited to, nurses, therapists, special education administrators, social workers, and clerical support.

State Fiscal Year – The 12-month period commencing July 1 and ending June 30 and designated by the calendar year in which the fiscal year ends (e.g., State Fiscal Year 2009 ends June 30, 2009).

2. PROVIDER RESPONSIBILITIES

The Provider shall comply, to the satisfaction of EOHHS, with: (1) all provisions set forth in this Contract and (2) all applicable provisions of state and federal laws, regulations, and waivers, including MassHealth provider regulations at 130 CMR 450.000 et seq. and any relevant provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2.1. Provider Eligibility

The Provider must be a Local Government Entity as defined by this Contract.

2.2. Provider Services

A. Direct Services

1. Direct Services consists of the following School-Based Services:
    a. physical therapy, occupational therapy and other services, including services provided by audiologists and services for individuals with speech, hearing and language disorders, performed by, or under the direction of, service providers who meet the qualifications set forth at 42 CFR § 440.110;
    b. nursing services coverable under 42 CFR § 440.80 and 42 CFR § 440.60 ordered by a licensed physician and performed by a registered nurse or licensed practical nurse;
    c. nursing services provided on a restorative basis under 42 CFR § 440.130(d), including services delegated to individuals who receive appropriate teaching, direction, and supervision from a registered nurse or licensed practical nurse;
    d. personal care services coverable and performed by individuals qualified under 42 CFR § 440.167;
    e. services performed by licensed practitioners within the scope of their practice for individuals with behavioral health (mental health and substance abuse) disorders, as

defined under state law, and coverable as medical or other remedial care under 42 CFR § 440.60;

f. diagnostic, screening, preventive, and rehabilitative services covered under 42 CFR § 440.130; and

g. assessments, as necessary to assess or reassess the need for medical services in a child's treatment plan, and performed by any of the above licensed practitioners within the scope of practice.

2. FFP may be available for Direct Services when such services are:

   a. provided to an Eligible Member;

   b. listed in the Eligible Member's Individual Education Program (IEP);

   c. Medically Necessary, as defined by MassHealth regulations;

   d. furnished by qualified practitioners, as defined by MassHealth regulations and sub-regulatory guidance, who are acting within the scope of their license; and

   e. documented as delivered in accordance with MassHealth regulations and sub-regulatory guidance.

B. Administrative Activities

The following are Administrative Activities that may be eligible for FFP when they are performed by the Provider's School Personnel:

1. **Medicaid Outreach** – this involves informing eligible or potentially eligible individuals about MassHealth and how to access it. This may include bringing potentially eligible individuals into the MassHealth system for the purpose of determining eligibility and arranging for the provision of MassHealth services. This may also include coordinating, conducting, or participating in training events and seminars for outreach staff regarding the benefit of the MassHealth program, and how to assist families in how to access MassHealth services, and how to more effectively refer students for services.
2. **Facilitating/Assisting in the MassHealth Application Process** – this involves assisting individuals in applying for MassHealth.
3. **Provider Networking/Program Planning/Interagency Coordination** – this involves assisting in developing strategies to improve the coordination and delivery of MassHealth covered services to school-age children, including collaborative activities with other agencies.
4. **Individual Care Planning, Monitoring, Coordination and Referral** – this involves making referrals for, coordinating, or monitoring the delivery of MassHealth covered services.
5. **Arrangement of Transportation and Translation Related to Medicaid Services** – this involves assisting Members to obtain MassHealth-covered transportation or translation services that are related to MassHealth covered services.

2.3. Provider Claiming

The Provider shall comply with the following procedures when claiming for Direct Services and/or Administrative Activities.

A. Direct Services Claiming

1. Final reimbursement for Direct Services is based on Medicaid-allowable actual incurred costs related to service delivery. To receive reimbursement for Direct Services, the Provider must:
   a. Submit actual costs using the Massachusetts School-Based Direct Services Cost Report on an annual basis and in accordance with timelines issued by MassHealth.
   b. Submit actual costs using the Massachusetts School-Based Direct Services Cost Report in accordance with the Instruction Guide for the Massachusetts School-Based Direct Services Cost Report, issued by MassHealth.
   c. Participate in the Massachusetts Statewide Random Moment Time Study (RMTS), including:
      I. Designating a single RMTS contact by providing the name, phone number, fax number and email address for this RMTS contact to EOHHS or its designee;
      II. Providing information as requested to EOHHS or its designee related to potential RMTS participants;
      III. Ensuring that RMTS participants who are engaged in Direct Services Claiming activities on behalf of the Provider have completed the online RMTS training; and
      IV. Ensuring an RMTS response rate of participants who are engaged in Direct Service Claiming activities on behalf of the Provider at a minimum of 85%.

2. EOHHS will provide Interim Rate payments for Direct Services on a quarterly basis. Interim Rate payments are based on per-unit-service claims filed by the Provider in accordance with sub-regulatory guidance and the following requirements:
   a. The Provider shall only submit claims for Interim Rates for Direct Services provided in accordance with Section 2.2.A of this Contract.
   b. After the close of each State Fiscal Year, any Interim Rates paid to the Provider will be reconciled to actual costs as determined by EOHHS based on the Provider's submitted Massachusetts School-Based Direct Services Cost Report. Interim Rates will be reconciled according to the following process:
      I. Certified costs on the Massachusetts School-Based Direct Services Cost Report will be compared to the Provider's Interim Rate claims for services delivered during the reporting period, as documented in NewMMIS.
      II. The Provider's Interim Rate claims will be adjusted to reflect, in the aggregate, the total Medicaid-allowable actual incurred costs based on the certified Massachusetts School-Based Direct Services Cost Report.
      III. If EOHHS determines that an underpayment has been made, the difference between the value of the Interim Rate and the value of the certified costs on the Massachusetts School-Based Direct Services Cost Report will be paid to the Provider. If EOHHS determines that an overpayment has been made, EOHHS will recoup the amount of the overpayment from the Provider.

B. Administrative Activities Claiming

1. Final reimbursement for Administrative Activities is based on Medicaid-allowable actual incurred costs related to Administrative Activities. To receive reimbursement for Administrative Activities, the Provider must:
   a. Submit actual costs using the Massachusetts School-Based Administrative Activities Cost Report on an annual basis and in accordance with timelines issued by MassHealth.
   b. Submit actual costs using the Massachusetts School-Based Administrative Activities Cost Report in accordance with the Instruction Guide for the Massachusetts School-Based Administrative Activities Cost Report, issued by MassHealth.
   c. Participate in the Massachusetts Statewide RMTS, including:
      I. Designating a single RMTS contact by providing the name, phone number, fax number and email address for this RMTS contact to EOHHS or its designee. The RMTS contact for the Administrative Activities Claiming component of the School-Based Medicaid Program must be the same individual as the RMTS contact for the Direct Services Claiming component(see **Section 2.3.A.1.d**, above);
      II. Providing information as requested to EOHHS or its designee related to potential RMTS participants;
      III. Ensuring that RMTS participants who are engaged in Administrative Activities Claiming on behalf of the Provider have completed the online RMTS training; and
      IV. Ensuring an RMTS response rate of participants who are engaged in Administrative Activities Claiming on behalf of the Provider at a minimum of 85%.

C. Claims Repayment and Disallowance of FFP

The Provider must repay to EOHHS any amounts resulting from any overpayment, administrative fine, or otherwise, in accordance with this Contract, the MassHealth program's rules and regulations, and all other applicable law.

1. The Provider and EOHHS agree that this Contract, and all previous and subsequent provider contracts or other provider agreements entered into by the Provider and EOHHS, constitute a single transaction for purposes of recovery of amounts owed to the MassHealth program by the Provider and recoupment by EOHHS of amounts owed by the Provider.
2. In the event that a review by either EOHHS or CMS reveals that the Provider did not administer this Contract in accordance with the terms specified herein or applicable state and/or federal laws, EOHHS retains the right to retroactively disallow the FFP claimed and recover the disallowed amount from any FFP paid or due to the Provider as a result of FPP claims processed for Medicaid services delivered under this Contract.

Such reviews and subsequent disallowances and recoveries may occur following termination of this Contract.

2.4. Provider Reporting Requirements

A. Massachusetts School-Based Direct Services Cost Report

1. The Provider shall submit a Massachusetts School-Based Direct Services Cost Report to EOHHS or its designee within six months after the close of each State Fiscal Year. The Provider shall certify annually, through its completed report, its total actual incurred allowable costs/expenditures.
2. The Provider shall ensure that all costs reported on the Massachusetts School-Based Direct Services Cost Report comply with Office of Management and Budget (OMB) Circular A87 ("Cost Principles for State, Local and Indian Tribal Government" Vol. 60, No. 95, Pt II (1995)) codified at 2 CFR 225.
3. The Provider shall submit an executed copy of the certification form that is provided by the Commonwealth as part of the Massachusetts School-Based Direct Services Cost Report.

B. Massachusetts School-Based Administrative Activities Cost Report

1. The Provider shall capture Administrative Activity costs for each billing quarter in the State Fiscal Year and submit a Massachusetts School-Based Administrative Activities Cost Report to EOHHS, or its designee, by October 15th following the end of the State Fiscal Year in which the activity occurred. The Provider shall certify annually, through its completed report, its total actual incurred allowable costs/expenditures.
2. The Provider shall ensure that all costs reported on the Massachusetts School-Based Administrative Activities Cost Report comply with OMB Circular A87 ("Cost Principles for State, Local and Indian Tribal Government" Vol. 60, No. 95, Pt II (1995)) codified at 2 CFR 225.
3. The Provider shall submit an executed copy of the certification form that is provided by the Commonwealth as part of the Massachusetts School-Based Administrative Activities Cost Report.

2.5. General Provider Responsibilities

A. The Provider shall comply with all applicable state and federal requirements for Federal Financial Participation.

B. The Provider shall supply EOHHS, on a timely basis, with all information necessary for EOHHS to seek FFP for the Provider's School-Based Medicaid expenditures.

3. EOHHS RESPONSIBILITIES

A. **Member Report.** EOHHS shall provide the Provider with a Member report that includes information for each Member that lives in a ZIP code where Members served by the Provider reside, which is necessary for use by the Provider to calculate the Medicaid eligibility rates, as required in the Massachusetts School-Based Direct Services Cost Report and the Massachusetts School-Based Administrative Activity Cost Report.

B. **Interim Rate Claims Processing.** EOHHS or its designee shall, in a timely fashion, process Interim Rate claims received from the Provider pursuant to this Contract that are provided in a format compliant with all applicable Medicaid regulations and the terms of this Contract, and that are submitted according to any timelines established by EOHHS.

C. **Direct Service Claiming Reconciliation.** EOHHS shall provide Interim Rate payments to the Provider for provision of Direct Services in accordance with Section 2.4.B of this Contract. After the close of each State Fiscal Year, EOHHS shall reconcile Interim Rate payments made to the Provider with the actual incurred Medicaid-allowable costs that the Provider has certified using the Massachusetts School-Based Direct Services Cost Report and in accordance with Section 2.4.B.2 of this Contract.

D. **Administrative Activity Claims Processing.** EOHHS or its designee shall, in a timely fashion, process Administrative Activity Claims received from the Provider pursuant to this Contract that are provided in a format compliant with all applicable Medicaid regulations and the terms of this Contract, and that are submitted according to any timelines established by EOHHS.

E. **Federal Claiming.** Notwithstanding anything to the contrary herein, EOHHS shall exercise its discretion to seek federal financial participation for expenditures claimed by the Provider under the terms of this Contract. All payments to the Provider, including Interim Rate payments for Direct Services, are contingent on EOHHS obtaining federal financial participation for the Provider's expenditures. No action or failure to act by EOHHS under this section shall be subject to any administrative or judicial review.

4. ADDITIONAL TERMS AND CONDITIONS

4.1. Administrative Terms and Conditions

A. **Changes to Provider Information.** The Provider agrees to notify EOHHS in writing, on a form to be specified by EOHHS, of any changes to the information contained in the Provider's MassHealth provider application, its disclosure statement, this Contract, and any attachments to these documents within 14 days of any such changes. This notice requirement includes, without limitation, identification of persons convicted of crimes, in accordance with federal regulations at 42 CFR Part 455, Subpart B.

B. **Compliance with Billing and Claims Requirements.** The Provider shall comply with all billing and claims requirements set forth in this Contract and all provider bulletins, billing instructions and other MassHealth publications and issuances, and must comply with all applicable law regarding the same.

C. **Nondiscrimination.** The Provider must furnish Direct Services and Administrative Activities to Members without regard to race, color, religion, national origin,

disability, age, sex, sexual orientation, or status as a recipient of public assistance, and must comply with all applicable law concerning the same.

D. **Fair Employment.** The Provider must comply with all federal and state applicable law promoting fair employment practices and prohibiting employment discrimination and unfair labor practices. The Provider must not discriminate in employment based on race, color, religion, national origin, disability, age, sex, sexual orientation, or status as a recipient of public assistance, and must comply with all applicable law.

E. Fraud or Abuse. The Provider represents that, as of the effective date of this Contract, it was not under investigation by any authority for fraud or abuse pursuant to federal regulations at 42 CFR Part 455, Subpart A. The Provider shall notify EOHHS within 10 business days of learning that it is under investigation by any authority for fraud or abuse. The Provider shall cooperate with and assist EOHHS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.

F. Convictions and/or Fraud or Abuse Liability. The Provider represents that none of its agents or managing employees have: (1) been convicted of any criminal offense relating to their involvement with any program under Medicare, Medicaid or the Title XX services since the inception of those programs (2) have been convicted of any criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

G. Corrective Action Plan. At any point during the Contract, if EOHHS, in its sole judgment, identifies any deficiency in the Provider's performance under the Contract, EOHHS may require the Provider to develop a corrective action plan to correct such deficiency. The corrective action plan must, at minimum:

1. Identify each deficiency and its corresponding cause;
2. Describe corrective measures to be taken to address each deficiency and its cause;
3. Provide a time frame for completion of each corrective measure;
4. Describe the target outcome or goal of each corrective measure (i.e., how the action taken will be deemed successful);
5. Describe the documentation to be submitted to EOHHS as evidence of success with respect to each corrective measure; and
6. Identify the person responsible for each corrective measure, and any other information specified by EOHHS.

The Provider shall submit any such corrective action plan to EOHHS and shall implement such corrective action plan only as approved or modified by EOHHS. Under such corrective action plan, EOHHS may require the Provider to (1) alter the manner or method in which the Provider performs any Contract responsibilities, and (2) implement any other action that EOHHS may deem appropriate.

The Provider's failure to implement any corrective action plan may, in the sole discretion of EOHHS, be considered breach of Contract, subject to any and all contractual remedies including termination of the Contract.

4.2. Record Keeping, Inspection, and Audit

A. **Record Keeping and Retention.** The Provider agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all Direct Services and Administrative Activities provided to Members, including, but not limited to, the records described in 130 CMR 450.205 and the records described in federal regulations at 42 CFR 431.107. The Provider further agrees that such records shall be created at the time Direct Services and Administrative Activities are delivered, and that such records shall be retained by the Provider for the period required under 130 CMR 450.205.

B. **Access to Records; Copies of Records.** The Provider agrees to make available, during regular business hours, all pertinent financial books and all records concerning the provision of Direct Services and Administrative Activities to Members, and all records required to be retained pursuant to Section 4.2.A, above, to any duly authorized representative of the MassHealth program, EOHHS, the Office of the Massachusetts Attorney General's Medicaid Fraud Division, the Secretary of the U.S. Department of Health and Human Services, or any other state or federal oversight agency authorized by law.

4.3. Privacy and Confidentiality

A. Definitions

All terms used but not otherwise defined in this Contract shall be construed in a manner consistent with the Privacy Rule, the Security Rule, and other applicable state or federal confidentiality or data security laws.

1. Commonwealth Security Information. "Commonwealth Security Information" shall mean all data that pertains to the security of the Commonwealth's information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to unauthorized users, including those measures necessary to detect, document and counter such threats.
2. Individual. "Individual" shall mean the person who is the subject of the Protected Information, and shall include a person who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).
3. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164.
4. Protected Information (PI). "Protected Information" shall mean any "Personal Data" as defined in M.G.L c. 66A and any "Protected Health Information" as defined in the Privacy Rule, that the Provider creates, receives, obtains, uses, maintains, or discloses under this Contract.
5. Required By Law. "Required By Law" shall have the same meaning as used in the Privacy Rule.
6. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or the Secretary's designee.

7. Security Incident. "Security Incident" shall have the same meaning as used in the Security Rule.
8. Security Rule. "Security Rule" shall mean the Security Standards for the Protections of Electronic Protected Health Information, at 45 CFR Parts 160, 162, and 164.

B. Provider's Obligations

1. The Provider acknowledges that in the performance of this Contract it will receive Member reports, as specified in **Section 3.A** of this Contract, and as such will become a "Holder" of "Personal Data," as such terms are used within M.G.L. c. 66A. The Provider agrees that, in a manner consistent with the Privacy Rule and the Security Rule, as applicable, it shall comply with M.G.L. c. 66A and any other applicable state or federal law governing the privacy or security of any data created, received, obtained, used, maintained, or disclosed under this Contract.
2. The Provider acknowledges that in the performance of Administrative Activities under this Contract it is MassHealth's Business Associate, as that term is used in the Privacy Rule and Security Rule, and that it shall comply with all standards applicable to a Business Associate under such rules. The Provider further acknowledges that the American Recovery and Reinvestment Act of 2009 (ARRA) increases the privacy and security obligations of a Business Associate under the Health Insurance Portability and Accountability Act and the Privacy and Security Rules. Further, ARRA imposes direct responsibility upon a Business Associate as if the Business Associate were a Covered Entity, as that term is used in the Privacy and Security Rules, for certain obligations, including the requirement to implement administrative, physical, and technical safeguards to protect PI. The Provider agrees to comply with all Business Associate requirements implemented by ARRA in accord with all ARRA effective dates for compliance, including any amendments to this Contract as may be required by MassHealth.
3. At all times, the Provider shall recognize EOHHS' right to control access, use, disclosure, and disposition of all data created, obtained, received, used, maintained, or disclosed under this Contract, including all PI, and any data derived or extracted from such data.
4. The Provider shall not use or disclose PI other than as permitted or required by this Section 4.3.B or as Required By Law, consistent with the restrictions of 42 CFR 431.306(f), M.G.L. c. 66A, any other applicable federal or state privacy or security law.
5. The Provider shall ensure that any agent or subcontractor to whom it provides PI received from, or created or received by it on behalf of EOHHS agrees in writing to the same restrictions and conditions that apply to the Provider under this Section 4.3.B with respect to such information, including but not limited to implementing reasonable safeguards to protect such information. The Provider is solely responsible for its agents' and subcontractors' compliance with all provisions of this Section 4.3. The Provider is not relieved of any obligation under this Section 4.3 because PI was in the hands of its agent or subcontractor or because its agent or subcontractor failed to fulfill any reporting obligation to it necessary for the Provider to fulfill its reporting obligations hereunder.
6. The Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI, and that meet, at a minimum, all standards set in the Privacy and Security Rules, as

applicable to a business associate. The Provider's safeguards must include a prohibition restricting all employees and agents from transmitting PI in non-secure transmissions over the Internet or any wireless communication device. The Provider shall comply with all security mechanisms and processes established for access to any of EOHHS' databases, as well as all Commonwealth security and information technology resource policies, processes and mechanisms established for access to PI. The Provider shall protect from inappropriate use or disclosure any password, user ID, or other mechanism or code permitting access to any database containing EOHHS' PI, and shall give EOHHS prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID, or other security mechanism or code to maintain the integrity of the database. Upon EOHHS' request, the Provider shall permit representatives of EOHHS access to premises where PI is maintained, created, used, or disclosed for the purpose of inspecting privacy and security arrangements.

7. Immediately upon becoming aware of any use or disclosure of PI not permitted under this Contract or of any Security Incident, the Provider shall take all appropriate action necessary to: 1) retrieve, to the extent practicable, any PI used or disclosed in the non-permitted manner or involved in the Security Incident, 2) mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure of the PI or of the Security Incident known to the Provider, and 3) take such further action as may be required by any applicable state or federal law concerning the privacy and security of such PI. Within two business days of becoming aware of the non-permitted use or disclosure, the Provider shall report to EOHHS, both verbally and in writing, the nature of the non-permitted use or disclosure, the harmful effects known to the Provider, all actions it has taken or plans to take in accord with this paragraph, and the results of all mitigation actions already taken by it under this paragraph. Upon EOHHS' request, the Provider shall take such further actions as deemed appropriate by EOHHS to mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure. Any actions to mitigate harmful effects of privacy or security violations undertaken by the Provider on its own initiative or pursuant to EOHHS' request under this paragraph shall not relieve the Provider of its obligations to report such violations as set forth in other provisions of this Contract.
8. If during the term of this Contract the Provider obtains access to any Commonwealth Security Information, the Provider is prohibited from making any disclosures of or about such information, unless in accord with the express written instructions of EOHHS. If the Provider is granted access to such information in order to perform its obligations under this Contract, the Provider may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, the Provider shall limit access to the information only to staff or agents necessary to perform the permitted purposes. While in possession of such information, the Provider shall apply all privacy and security requirements set forth in this Section 4.3, as applicable to maintain the confidentiality, security, integrity, and availability of such information. Notwithstanding any other provision in this Section 4.3, the Provider shall report any non-permitted use or disclosure of such information to EOHHS immediately within 24 hours. The Provider shall immediately take all reasonable and legal actions to retrieve such information if disclosed to any non-permitted individual or entity; shall include a summary of such retrieval actions in its required report of the non-permitted disclosure;

and shall take such further retrieval action as EOHHS shall require. Notwithstanding Section 4.3.G below, the Provider may not retain any Commonwealth Security Information upon termination of this Contract, unless such information is expressly identified in any retention permission granted in accord with Section 4.3.G, subsection (b) below. If retention is expressly permitted, all data protections stated herein survive termination of this Contract and shall apply for as long as the Provider retains the information.

9. The Provider shall immediately report to EOHHS, both verbally and in writing, any instance where PI or any other data obtained under this Contract is requested, subpoenaed, or becomes the subject of a court or administrative order or other legal process. If EOHHS directs the Provider to respond to such requests, the Provider shall take all necessary legal steps to comply with M.G.L. c. 66A, Medicaid regulations including 42 CFR 431.306 (f), and any other applicable federal and state law. If EOHHS determines that it shall respond to or challenge such requests directly, the Provider shall fully cooperate and assist EOHHS in its response or challenge. In no event shall the Provider's immediate reporting obligations under this paragraph be delayed beyond the return date in such request or two business days from obtaining such knowledge or request for data, whichever is shorter.
10. The Provider shall provide EOHHS, or upon EOHHS' request, the Individual, with access to or copies of any PI maintained by it, as shall be necessary for EOHHS to meet its obligation under 45 CFR § 164.524 to provide an Individual with access to certain PI pertaining to the Individual. Such access or copies shall be provided to EOHHS or to the Individual at a reasonable time and manner to be specified by EOHHS in the request and as shall be necessary for EOHHS to meet all time and other requirements set forth in 45 CFR § 164.524. In the event the Provider receives a request for access directly from an Individual, the Provider shall, within two business days of receipt of such request, notify EOHHS and proceed in accord with this paragraph.
11. The Provider shall make any amendment(s) to PI that EOHHS requests in order for EOHHS to meet its obligations under 45 CFR § 164.526. Such amendments shall be made promptly in a manner specified in, and in accord with any time requirement under, 45 CFR § 164.526. In the event the Provider receives a request for amendment directly from the Individual, the Provider shall, within two business days of receipt of such request, notify EOHHS, and shall only make any amendment in accord with EOHHS' instructions.
12. The Provider shall document all disclosures of PI, and required information related to such disclosures, as would be necessary for EOHHS to respond to a request by an Individual for an accounting of disclosures of PI and related information in accord with 45 CFR § 164.528. In the event the Provider receives a request for an accounting directly from an Individual, the Provider shall, within two business days of receipt of such request, notify EOHHS and proceed in accord with this paragraph. Within 10 business days of EOHHS' request, the Provider shall make a listing of such disclosures and related information available to EOHHS, or upon EOHHS' direction to the Individual.
13. The Provider shall make its internal practices, books, and records, including policies and procedures and PI, relating to the use and disclosure of PI received from, or created or received by it on behalf of, EOHHS, available to EOHHS or upon EOHHS' request, to

the Secretary, in a time and manner designated by either EOHHS or the Secretary for purposes of the Secretary determining EOHHS' compliance with the Privacy Rule.

14. The Provider shall designate a person who shall act as custodian of PI and all other data obtained under this Contract, and who shall oversee the Provider's compliance with this Section 4.3. The Provider shall provide EOHHS with the name of such custodian within 15 days of the effective date of this Section 4.3, and thereafter within 15 days of any transfer of this duty to another person within its organization.

C. Permitted Uses and Disclosures by the Provider

Except as otherwise limited in this Contract, the Provider is prohibited from disclosing any PI, unless required by law, in accord with this Contract, or otherwise instructed by EOHHS in writing. The Provider is permitted to use PI only to perform functions, activities, or services for, or on behalf of, EOHHS as noted above provided such use or disclosure would not violate the Privacy Rule if done by EOHHS or not violate the minimum necessary policies and procedures of EOHHS. In performing functions, activities, or services for or on behalf of EOHHS, the Provider represents that it will only request from EOHHS an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which it is needed under this Contract and to the extent this Contract authorizes the Provider to request PI from other covered entities on EOHHS' behalf, the Provider shall only request an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which the PI is needed under this Contract.

D. Specified Use and Disclosure for Management and Administration or to Carry Out Legal Responsibilities

1. Except as otherwise limited in this Section 4.3, the Provider may use PI for its proper management and administration or to carry out its legal responsibilities.
2. Except as otherwise limited in this Section 4.3, the Provider may disclose PI for its proper management and administration or to carry out its legal responsibilities, provided that: 1) disclosures are: a) Required By Law, or b) the Provider obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law (consistent with the restrictions of 42 CFR 431.306 (f) and M.G.L. c. 66A) or for the purpose for which it was disclosed to the person, and 2) the person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Section 4.3, the Provider may use PI to provide Data Aggregation services to EOHHS as permitted by 42 CFR § 164.504 (e) (2) (i) (B).

E. Obligations of EOHHS

1. EOHHS shall notify the Provider of any limitation(s) in its notice of privacy practices issued in accord with 45 CFR § 164.520, to the extent that such limitation may affect the Provider's use or disclosure of PI.

2. EOHHS shall notify the Provider of any changes in, or revocation of, permission by Individual to use or disclose PI, to the extent that such changes may affect the Provider's use or disclosure of PI.
3. EOHHS shall notify the Provider of any restriction to the use or disclosure of PI that it has agreed to in accord with 45 CFR § 164.522, to the extent that such restriction may affect the Provider's use or disclosure of PI.

F. Termination for Breach of Privacy and Confidentiality

1. Notwithstanding any other provision in this Contract, EOHHS may terminate this Contract, immediately upon written notice, if EOHHS determines, in its sole discretion, that the Provider has materially breached any of its obligations set forth in Section 4.3 or any other provision of this Contract pertaining to the security and privacy of any PI provided to the Provider under this the Contract.
2. Prior to terminating this Contract as permitted above, EOHHS, in its sole discretion, may provide an opportunity for the Provider to cure the breach or end the violation. If such an opportunity is provided, but cure is not feasible, or the Provider fails to cure the breach or end the violation within a time period set by EOHHS, EOHHS may terminate the Contract immediately upon written notice.
3. In the event that termination of this Contract for a material breach of any obligation regarding PI is not feasible, or if cure is not feasible, EOHHS shall report such breach or violation to the Secretary.

G. Effect of Termination

1. Except as provided immediately below in subsection (2), upon termination of this Contract for any reason whatsoever, the Provider shall, at EOHHS' option, either return or destroy all PI and other data obtained or created in any form under this Contract, and the Provider shall not retain any copies of all such PI and data in any form. This provision shall apply to all PI and other data in the possession of the Provider's subcontractors or agents, and the Provider shall ensure that all such PI and data in the possession of its subcontractors or agents has been returned or destroyed and that no subcontractor or agent retains any copies of such PI and data in any form. In no event shall the Provider destroy any PI or other data without first obtaining EOHHS' approval.
2. If the Provider determines that returning or destroying PI or other data is not feasible, the Provider shall provide EOHHS with written notification of the conditions that make return or destruction not feasible. If, based on the Provider's representations, EOHHS concurs that return or destruction is not feasible and permits the Provider to retain such data, the Provider shall extend all protections set forth in this Contract to all such PI or data and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as the Provider maintains the PI and other data.
3. Notwithstanding any other provision concerning the term of this Contract, all protections pertaining to any PI or other data covered by this Contract shall continue to apply until such time as all such PI and data is returned to EOHHS or destroyed, or if return or

destruction is not feasible, protections are applied to such PI and data in accord with subsection (2) immediately above.

4.4. General Terms and Conditions

A. **Administrative Procedures Not Covered**. Administrative procedures that are not provided for in this Contract may be set forth where necessary in separate memoranda from time to time.
B. **Applicable Law.** The term "applicable law," as used in this Contract, includes, without limitation, all federal and state law and the regulations, policies and procedures of the MassHealth program, as existing now or during the term of this Contract. All applicable law is hereby incorporated into this Contract by reference.
C. **Assignment.** The Provider shall not assign or transfer any liability, responsibility, obligation, duty, or interest under this Contract.
D. **Authority.** The execution of this Contract has been duly and validly authorized so that this Contract, when signed below, will be the valid and binding acts and obligations of the Provider and EOHHS in accordance with all of the terms and provisions hereof.
E. **Breach of Duty.** In the event the Provider fails to meet its obligations under this Contract or has otherwise violated the laws, regulations, or rules that govern the MassHealth Program, EOHHS may take any or all action under this Contract, law, or equity. Without limiting the above, if EOHHS determines that the continued participation of the Provider in the MassHealth Program may threaten or endanger the health, safety, or welfare of Members or compromise the integrity of the MassHealth Program, EOHHS, without prior notice, may immediately terminate this Contract, suspend the Provider from participation, withhold any future payments to the Provider, or take any or all other actions under this Contract, law, or equity. The Provider is responsible for any direct, consequential, incidental, or other damages EOHHS and the Commonwealth suffer as a result of the Provider's breach of its obligations hereunder, or damages arising out of or in connection with the Provider's performance of the Contract.
F. **Compliance with Laws.** The Provider shall comply with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority relating to its property, employer practices and the conduct of operations.
G. **Effect of Invalidity of Clauses.** If any clause or provision of this Contract is in conflict with any state or federal law or regulation, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Contract.
H. **Entire Contract.** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof including all appendices hereto, and supersedes all prior agreements, representations, negotiations, and undertakings not set forth or incorporated herein. The terms of this Contract shall prevail notwithstanding any variances with the terms and conditions of any written or verbal communication subsequently occurring, except as otherwise provided herein.
I. **Governing Law.** This Contract, including all rights, obligations, matters of construction, validity, and performance, is governed by the laws of the Commonwealth of Massachusetts.
J. Indemnification. The Provider shall indemnify and hold harmless EOHHS and the Commonwealth from and against any and all liability, loss, damage, costs, or expenses which EOHHS or the Commonwealth of Massachusetts may sustain, incur, or be required to pay for

third party claims or suits, arising out of or in connection with the Provider's breach of its obligations under the Contract, or any negligent action or inaction or willful misconduct of the Provider, or any person employed by the Provider, or any of its subcontractors, provided that the Provider is notified of any claim within a reasonable time from when EOHHS becomes aware of the claim and the Provider is afforded an opportunity to participate in the defense of such claim.

K. Interpretation. Any ambiguity in this Contract shall be resolved to permit EOHHS to comply with the Privacy or Security Rules, HIPAA, and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data.

L. Massachusetts Appropriations Law. All Contract payments hereunder are subject to appropriation and will be limited to the amount appropriated therefore to the extent permitted under applicable state and federal laws.

M. No Third-Party Enforcement. No person not executing this Contract shall be entitled to enforce this Contract against a party hereto regarding such party's obligations under this Contract.

N. Privacy and Security Amendments. The Provider agrees to take such action as is necessary to amend this Contract in order for EOHHS to comply with any requirements of the Privacy or Security Rules, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data. Upon EOHHS' request, the Provider agrees to enter promptly into negotiations for any amendment as EOHHS, in its sole discretion deems necessary for EOHHS' compliance with any such laws. The Provider agrees that, notwithstanding any other provision in this Contract, EOHHS may terminate this Contract immediately upon written notice in the event the Provider fails to enter into negotiations for and to execute any such amendment.

O. Provider Capacity. The Provider agrees that the Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Commonwealth of Massachusetts.

P. Regulatory References. Any reference in this Contract to a section in the Privacy or Security Rules or other regulation or law refers to that section as in effect or as amended.

Q. Section Headings. The headings of the sections of this Contract are for convenience only and will not affect the construction hereof.

R. Severability. The terms of this Contract shall be construed, to the extent possible, to be consistent with applicable federal and state laws and regulations. Any determination that any provision of this Contract is invalid, illegal, or unenforceable in any respect will not affect the validity, legality, or enforceability of any other provision of this Contract.

S. Sovereign Immunity. Nothing in this Contract will be construed to be a waiver by EOHHS or the Commonwealth of Massachusetts of its rights under the doctrine of sovereign immunity and the Eleventh Amendment to the United States Constitution.

T. Subcontracts. The Provider will remain fully responsible for meeting all of the requirements of the Contract regardless of whether the Provider subcontracts for the performance of any Contract responsibility. No subcontract will operate to relieve the Provider of its legal responsibility under the Contract. The Provider agrees to require that any individual or entity with which it contracts to provide Direct Services comply with all relevant statutory,

regulatory, or contractual requirements regarding the delivery of such services and to actively monitor the quality of care provided to Members under any subcontracts.

U. Survival. The obligations of the Provider under Sections 4.3.G and 4.6.C of this Contract shall survive the termination of this Contract.

V. Venue. Any and all actions arising out of or relating to this Contract will be brought, maintained, and enforced in a state or federal court in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction and venue over such actions.

W. Waiver. EOHHS will not be deemed to have waived any of its rights under the terms of this Contract, unless such waiver is set forth in a written amendment to this Contract executed by the parties. No delay or omission on the part of EOHHS in exercising any right will operate as a waiver of such right or any other right. A waiver by EOHHS on any occasion will not be construed as a bar to or waiver of any right or remedy on any future occasion. The rights and remedies of EOHHS herein are cumulative and are in addition to any other rights or remedies that EOHHS may have at law or in equity.

4.5. Contract Term

The term of this Contract commences on **[DATE]** and continues until terminated as set forth in this Contract or under applicable law, and subject to the Provider's satisfactory performance, as determined by EOHHS, of all duties and obligations under this Contract. Notwithstanding the effective period of the Contract as herein described, the Provider shall remain contractually obligated to pay EOHHS any amounts that EOHHS determines the Provider owes pursuant to **Section 2.4.B.2** or any disallowance of FFP determined pursuant to **Section 4.2.C** of this Contract.

4.6. Termination of Contract

A. Termination with Cause

EOHHS may terminate this Contract for cause immediately upon written notice to the Provider for reasons that include, but are not limited to, the following:

1. The Provider:
   a. Is no longer a Local Government Entity, as defined by this Contract;
   b. Fails to implement a corrective action plan as required by EOHHS in accordance with Section 4.1.G; or
   c. Fails to perform any of its obligations under the Contract.
2. Cessation in whole or in part of federal funding for this Contract, provided that termination for this reason shall occur no earlier than the last day of the month in which such funding ceases.

B. Termination without Cause

EOHHS may terminate this Contract without cause upon 30 days' written notice to the Provider.

C. Continued Obligations of the Parties

In the event that this Contract is terminated, expires, or is not renewed for any reason, the Provider shall be responsible for:

1. Meeting with EOHHS, at EOHHS' request, to resolve all program transition issues;
2. Supplying to EOHHS, no later than 90 days after the termination of the Contract, all information necessary for the payment of any outstanding claims determined by EOHHS to be due to the Provider. Any such claims shall be paid to the Provider accordingly; and
3. Delivering to EOHHS all funds related to Interim Rate payments in the manner and method directed by EOHHS.

4.7. Amendments

The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein. By mutual agreement, the parties may amend this Contract where such amendment does not violate state or federal statutory, regulatory, or waiver provisions, provided that such amendment is in writing, signed by both parties, and attached hereto.

4.8. Written Notices

Notices to the parties as to any matter hereunder will be sufficient if given in writing and sent by certified mail, postage prepaid, or delivered in hand to:

To EOHHS:
Christy Bonstelle, Director School-Based and Cross Agency Programs
Massachusetts Executive Office of Health and Human Services
1 Ashburton Place – 11th floor
Boston, MA 02108

Copies to:
General Counsel
Massachusetts Executive Office of Health and Human Services
1 Ashburton Place – 11th floor
Boston, MA 02108

To the Provider:

IN WITNESS WHEREOF, the parties have executed this Contract under seal as of the date stated above.

If the Provider is a legal entity other than a person, the person signing this Contract on behalf of the Provider warrants that he or she has the actual authority to bind the Provider.

EXECUTIVE OFFICE OF HEALTH
AND HUMAN SERVICES PROVIDER
(Legal name of Provider)

BY: _____ BY: _____
(Signature) (Signature)

_____ _____
(Name and title) (Name and title)

Date: _____ Date: _____

7 Appendix 2: Reference Contact Information

Contact	For Information On	Contact Information
Massachusetts Department of Elementary and Secondary Education	Individualized Education Plans	Special Education Planning and Policy Development Office **E-mail:** specialeducation@doe.mass.edu **Web-site:** http://www.doe.mass.edu/sped/ **Telephone:** 781-338-3375 **Fax:** 781-338-3371 **Mailing address:** 75 Pleasant Street, Malden, MA 02148
Massachusetts Department of Elementary and Secondary Education	Rules regarding sharing educational related information (FERPA) and parental consent	Program Quality Assurance Office **Telephone:** 781-338-3700 **Mailing address:** 75 Pleasant Street, Malden, MA 02148
MassHeatlh Enrollment and Credentialing	• Obtaining a provider enrollment package • Updating your contact information with MassHealth	**E-mail:** providersupport@mahealth.net **Fax:** 617-988-8974 **Telephone:** 1-800-841-2900 **Hours:** Monday – Friday, 8:00 A.M. – 5:00 P.M. **Mailing address:** MassHealth, Provider Enrollment and Credentialing, P.O. Box 9118, Hingham, MA 02043.
MassHealth Provider and Member Customer Service	• MMIS Claims submission and processing • Claims remittance advice	MassHealth Customer Service **E-mail:** providersupport@mahealth.net (for non-member-specific questions only) **Telephone:** 1-800-841-2900 **Hours:** Monday – Friday, 8:00 A.M. – 5:00 P.M. **Mailing address:** MassHealth, Provider Services, P.O. Box 9118, Hingham, MA 02043.
University of Massachusetts Medical School	• General School-Based Medicaid questions • Information regarding the Massachusetts School-Based Medicaid Cost Report • Information regarding AAC claiming • Information on quarterly payments	**E-mail:** schoolbasedclaiming@umassmed.edu **Fax:** 508-856-7643 **Telephone:** 1-800-535-6741 **Hours:** Monday – Friday, 8:00 A.M. – 5:00 P.M. **Mailing address:** 333 South Street, Shrewsbury, MA 01545

8 Appendix 3: Provider Qualifications and Supervisory Requirements

The table below describes provider qualification and supervisory requirements for participants in the School-Based Medicaid program. Qualifications and supervisory requirements are often governed by regulations, as referenced below. For convenience, the "current requirements" column lists the rules that are in effect as of the date in the column title. However, in all cases, the regulations dictate what the requirements are on the date of service.

Practitioner	Relevant Regulation on Qualifications	Relevant Regulation on Supervision	Current (5/1/09) Requirements
Audiologists	130 CMR 426.404		**In State:** Be licensed by the Commonwealth of Massachusetts, Division of Professional Licensure, Board of Registration in Speech-Language Pathology and Audiology. **Out of State** (1) participate in Medicaid in the audiologist's own state; (2) be licensed by the appropriate licensing agency in its own state; and (3) possess a Certificate of Clinical Competence in Audiology (CCC-A) issued by the American Speech-Language-Hearing Association (ASHA), if any of the following conditions apply: (a) the audiologist's own state does not license independent audiologists; (b) the audiologist's own state does license independent audiologists, but such licensure is not in full compliance with minimum state licensure requirements, specified in 42 CFR 440.110(3); or (c) the audiologist's own state does license independent audiologists, but such licensure does not, at minimum, meet the academic and clinical requirements of the CCC-A.
Counselors	130 CMR 429.424(E)(2)	Must be supervised according to 130 CMR 429.424(E)(1) (supervised by a psychiatrist, a licensed psychologist, licensed independent clinical social worker,	All counselors must • hold a master's degree in counseling education, counseling psychology, or rehabilitation counseling from an accredited educational institution and • Have had two years of full-time supervised clinical experience in a multidisciplinary mental-health setting

Practitioner	Relevant Regulation on Qualifications	Relevant Regulation on Supervision	Current (5/1/09) Requirements
		psychiatric nurse	subsequent to obtaining the master's degree. (One year of supervised clinical work in an organized graduate internship program may be substituted for each year of full-time experience.) • Any counselor who providers individual, group or family therapy to members under the age of 21 must be certified every two years to administer the CANS, according to the process established by the Executive Office of Health and Human Services (EOHHS). **Note on Supervision:** All counselors must be supervised by a licensed psychiatrist, a licensed psychologist, a licensed independent clinical social work or a psychiatric nurse
Hearing Instrument Specialists	130 CMR 416.404		**In State:** Must currently be licensed by the Commonwealth of Massachusetts, Division of Professional Licensure, Board of Registration of Hearing Instrument Specialists. **Out of State** (1) must be certified by the National Board for Certification in Hearing Instrument Sciences; (2) must be licensed by the appropriate licensing agency in its own state (as applicable); and (3) must participate in Medicaid in its own state.
Licensed Practical Nurse (LPN) and Registerred Nurse (RN)	130 CMR 414.404(A)		**In State:** Must be licensed by the Massachusetts Board of Registration in Nursing. **Out of State** Must be licensed in the state in which the nursing services are provided.
Occupational Therapists	130 CMR 432.404(B) or 130 CMR 432.405		**In State** (1) Must be currently licensed by the Massachusetts Division of Registration in Allied Health Professions and be currently registered by the American Occupational Therapy Association (AOTA) or (2) Must be currently licensed by the Massachusetts Division of Registration in Allied Health Professions and be a graduate

Practitioner	Relevant Regulation on Qualifications	Relevant Regulation on Supervision	Current (5/1/09) Requirements
			of a program in occupation therapy approved by the Committee on Allied Health Education and Accreditation of the American Medical Association and engaged in the supplemental clinical experience required before registration by AOTA. **Out of State** (1) Must be currently licensed or registered to practice in their own state and be currently registered by the American Occupational Therapy Association (AOTA) or (2) Must be currently licensed or registered to practice in their own state and be a graduate of a program in occupation therapy approved by the Committee on Allied Health Education and Accreditation of the American Medical Association and engaged in the supplemental clinical experience required before registration by AOTA.
Occupational Therapy Assistants	Must be currently licensed by the Massachusetts Board of Registration of Allied Health Professionals	Supervision required by Occupational Therapist in accordance with 259 CMR 3.02(1) through (3)	Occupational therapy assistant must be licensed as such by the Board of Registration of Allied Health Professionals **Note on Supervision:** All occupational therapy assistants must be supervised in accordance with licensing rules established by the Board of Registration in Allied Health. These are found at 259 CMR 3.02(1) through (3)
Personal Care Services Providers	A person who provides personal care services cannot be a family member of the individual receiving services, as defined at 130 CMR 422.000.		A family member is defined as “the spouse of the member, the parent of a minor member, including an adoptive parent, or any legally responsible relate” (130 CMR 422.000).
Physical Therapists	130 CMR 432.404(A) or 130 CMR		**In State:** Licensed by the Massachusetts Division of Registration in Allied Health Professions*. (Note: If the therapist was registered under the laws of the*

Practitioner	Relevant Regulation on Qualifications	Relevant Regulation on Supervision	Current (5/1/09) Requirements
	432.405		*Commonwealth before January 1, 1966, without having graduated from an approved educational program, they must have been certified by the proficiency process sponsored by the Social Security Administration's Bureau of Health Insurance on or before December 31, 1977.* **Out of State** Must be currently licensed or registered to practice in their own state
Physical Therapy Assistants	Must be currently licensed by the Massachusetts Board of Registration of Allied Health Professionals	Supervision required by a Physical Therapist in accordance with 259 CMR 5.02(1) through (3)	Physical therapy assistance must be licensed as such by the Board of Registration of Allied Health Professionals **Note on Supervision:** All physical therapy assistants must be supervised in accordance with licensing rules established by the Board of Registration in Allied Health. These are found at 259 CMR 5.02(1)-(3).
Psychiatrists	130 CMR 429.424(A)(1) or 130 CMR 429.424(A)(2)	Individuals who are qualified according to 130 CMR 429.424(A)(2) must be under the direct supervision of a fully qualified psychiatrist.	(1) Must either be (a) currently certified by the American Board of Psychiatry and Neurology, or be eligible and applying for such certification; or (b) Must be, at the minimum, a licensed physician in their second year of a psychiatric residency program accredited by the Council on Medical Education of the American Medical Association. (2) Any Psychiatrist who provides individual, group or family therapy to members under the age of 21 must be certified every two years to administer the CANS, according to the process established by the Executive Office of Health and Human Services (EOHHS). **Note on Supervision:** Psychiatrists qualified under item (2) above must be under the direct supervision of a fully qualified psychiatrist.

Practitioner	Relevant Regulation on Qualifications	Relevant Regulation on Supervision	Current (5/1/09) Requirements
Psychologists	130 CMR 429.424(B)(2) or 130 CMR 429.424(B)(2)	Individuals who are qualified according to 130 CMR 429.424(B)(2) must be under the direct and continuing supervision of a psychologist meeting the requirements set forth in 130 CMR 429.424(B)(1)	(1) Must be (a) licensed by the Massachusetts Board of Registration of Psychologists with a specialization listed in clinical or counseling psychology or a closely related specialty; or (b) trained in the field of clinical or counseling psychology or a closely related specialty, and must (i) have a minimum of a master's degree or the equivalent graduate study in clinical or counseling psychology or a closely related specialty from an accredited educational institution; (ii) be currently enrolled in or have completed a doctoral program in clinical or counseling psychology or a closely related specialty; and (iii) have had two years of full-time supervised clinical experience subsequent to obtaining a master's degree in a multidisciplinary mental-health setting. (One year of supervised clinical work in an organized graduate internship program may be substituted for each year of experience.) All services provided by such additional staff members must be under the direct and continuing supervision of a psychologist meeting the requirements set forth in 130 CMR 429.424(B)(1). (2) Any psychologist who provides individual, group or family therapy to members under the age of 21 must be certified every two years to administer the CANS, according to the process established by the Executive Office of Health and Human Services (EOHHS). **Note on Supervision:** Psychologists qualified under item (b) above must be under the direct supervision of a fully qualified psychologist, as defined in item (1).
Social Workers	130 CMR 429.424(C)(1) or 130 CMR 429.424(C)(2)	Social workers who are qualified under 130 CMR 429.424(C) (2) must be under the direct and continuous supervision of an independent clinical	(1) Must have received a master's degree in social work from an accredited educational institution and must have had at least two years of full-time supervised clinical experience subsequent to obtaining a master's degree. Must also be licensed or have applied for and have a license pending as an independent clinical social worker by

Practitioner	Relevant Regulation on Qualifications	Relevant Regulation on Supervision	Current (5/1/09) Requirements
		social worker.	the Massachusetts Board of Registration of Social Workers, or (2) Must be licensed or applying for licensure as a certified social worker by the Massachusetts Board of Registration of Social Workers and have received a master's degree in social work and completed two years of full-time supervised clinical work in an organized graduate internship program. (3) Any social worker who provides individual, group or family therapy to members under the age of 21 must be certified every two years to administer the CANS, according to the process established by the Executive Office of Health and Human Services (EOHHS). **Note on Supervision**: Social workers qualified under item (2) must provide services under the direct and continuous supervision of an independent clinical social worker.
Speech/ Language Therapists	130 CMR 432.404(C) or 130 CMR 432.405		**In State:** Must be currently licensed by the Massachusetts Division of Registration in Speech-Language Pathology and Audiology and either have a Certificate of Clinical Competence (CCC) from the American Speech, Language, and Hearing Association (ASHA) or have obtained a statement from ASHA of certification equivalency. **Out-of-State** Must be currently licensed by the providers own state in Speech-Language Pathology and Audiology and either have a Certificate of Clinical Competence (CCC) from the American Speech, Language, and Hearing Association (ASHA) or have obtained a statement from ASHA of certification equivalency.
Speech-Language Pathology Assistants or Audiology Assistants	Must be currently licensed by the Massachusetts Board of Registration in Speech-	Supervision required by a Supervising Speech-Language Pathologist or Supervising Audiologist in accordance with 260 CMR 10.02	Speech-language assistants or audiology assistants must be currently licensed by the Massachusetts Board of Registration in Speech-Language Pathology and Audiology **Note on Supervision:** All speech-language assistants or audiology assistants must be

Practitioner	Relevant Regulation on Qualifications	Relevant Regulation on Supervision	Current (5/1/09) Requirements
	Language Pathology and Audiology		supervised in accordance with licensing rules established by the Board of Registration in Allied Health. These are found at 260 CMR 10.02.

9 Appendix 4: Sample Documentation Form

MassHealth
Commonwealth of Massachusetts
Division of Medical Assistance
www.mass.gov/dma

Municipal Medicaid Service Documentation Form

School district name	Provider no.
Student name	Service period, year
Student's MassHealth ID	Date of birth

Date	Activity/Procedure Notes	Individual or Group (circle one)	Service Time
		I G	
		I G	
		I G	
		I G	
		I G	
		I G	
		I G	
		I G	
		I G	
		I G	
		I G	
		I G	

X _____ _____ _____
Provider's signature Title Date

X _____ _____ _____
Supervising professional's signature *(required for services provided "under the direction of")* Title Date

MMSDF (10/03)

Municipal Medicaid Program
Service Documentation Form

School district name: This line captures the name of the school district where services are provided.

Provider no.:
This line indicates the provider number used to bill the Medicaid program.

Service period, year:
This line indicates the evaluation period during which services are provided. This form is to be completed monthly.

Student name:
This line includes the student's complete legal name.

Date of birth:
This line includes the student's complete date of birth.

Student's MassHealth ID:
This line includes the student's Medicaid recipient identification number (RID).

Date:
This column indicates the date a health related service is provided to the student. This should be completed every time a health related service is delivered.

Activity/Procedure Note:
In this column, the provider should write a description of the service provided to the student on that date. This must document the extent and duration of the medical service provided.

Individual or Group:
This column indicates if the service was delivered to the student on an individual basis (I), or in a group setting (G).

Service Time:
This column captures the quantity of service provided to the child. This should be recorded as an amount of time (e.g., 20 minutes). This can capture the cumulative time the provider spent delivering services over the course of the day.

Signatures:
The signature of the medical professional authorizing services must comply with generally accepted standards for record keeping within the applicable provider type as they may be found in laws and regulations of the relevant board of registration.

10 Appendix 5: Table of Interim Billing Codes

Service Code and Modifier	Service Description	Rate	Practitioner
97001-TM	Physical therapy evaluation related to an IEP (per hour with a maximum of two hours)	$13.04	Physical Therapist
97003-TM	Occupational therapy evaluation related to an IEP (per hour with a maximum of two hours)	$13.04	Occupational Therapist
97110-TM	Therapeutic procedure, one or more areas, each 15 minutes; therapeutic exercises to develop strength and endurance, range of motion and flexibility (provided pursuant to an IEP) (may bill multiple units)	$3.26	Physical Therapist Occupational Therapist Physical Therapy Assistant Occupational Therapy Assistant
97150-TM	Therapeutic procedure(s) group (two or more individuals) (provided pursuant to an IEP) (per 15 minutes, may bill multiple units)	$1.63	Physical Therapist Occupational Therapist Physical Therapy Assistant Occupational Therapy Assistant
92506-TM	Evaluation of speech, language, voice, communication, and/or auditory processing, (pursuant to an IEP) (per hour with a maximum of four hours)	$13.04	Speech-Language Therapist
92507-TM	Treatment of speech, language, voice, communication, and/or auditory processing disorder (pursuant to an IEP;) l (per 15 minutes, may bill multiple units)	$3.26	Speech-Language Therapist Speech-Language Pathology or Audiology Assistant
92508-TM	Treatment of speech, language, voice, communication, and/or auditory processing disorder: group, two or more individuals (pursuant to an IEP) (per 15 minutes, may bill multiple units)	$1.63	Speech-Language Therapist Speech-Language Pathology Assistant or Audiology Assistant
T1002-TM	RN Services up to 15 minutes (pursuant to an IEP) (may bill multiple units)	$1.86	Nurse (RN)
T1003-TM	LPN/LVN Services, up to 15 minutes (may bill multiple units)	$1.40	Nurse (LPN)
T1019-TM	Personal care services per 15 minutes, not for an inpatient or resident of a hospital, nursing facility, ICF/MR or IMD, part of the individualized plan of treatment (code may not be used to identify services provided by home health aide or certified nurse assistant) (may bill multiple units) (pursuant to an IEP)	$0.85	Personal Care Services Provider

Service Code and Modifier	Service Description	Rate	Practitioner
90801-TM	Psychiatric diagnostic interview examination (pursuant to an IEP) (per 30-minutes: may bill multiple unit)	$10.73	Psychiatrist Psychologist Social Worker Counselor
96101-TM	Psychological testing (includes psycho-diagnostic assessment of emotionality, intellectual abilities, personality and psychopathology, e.g., MMPI, Rorschach, WAIS), per hour of the psychologist's or physician's time (both face-to-face time with the administering of tests to the patient and time spent interpreting test results and preparing the report) (pursuant to an IEP) (may bill multiple units)	$18.74	Psychiatrist Psychologist
90804-TM	Individual psychotherapy, insight oriented, behavior modifying and/or supportive, in an office or outpatient facility, approximately 20-30-minutes face to face with the patient (pursuant to an IEP), (may bill multiple units)	$8.71	Psychologist Social Worker Counselor
90847-TM	Family psychotherapy (conjoint psychotherapy) (with patient present) (pursuant to an IEP) (per 30-minutes, may bill multiple units)	$8.71	Psychologist Social Worker Counselor
90853-TM	Group psychotherapy (other than multiple-family group) (pursuant to an IEP) (per 30-minutes, may bill multiple units)	$2.09	Psychologist Social Worker Counselor
99499-TM	Unlisted evaluation and management services (per 15-minutes, up to a maximum of six services per member per date of service) (related to an IEP)	$3.26	Audiologist Hearing Instrument Specialist
97001-TM-U1	Physical therapy evaluation related to an IEP (per hour with a maximum of two hours) (in private residential school)	$6.52	Physical Therapist
97003-TM-U1	Occupational therapy evaluation related to an IEP (per hour with a maximum of two hours) (in private residential school)	$6.52	Occupational Therapist
97110-TM-U1	Therapeutic procedure, one or more areas, each 15minutes; therapeutic exercises to develop strength and endurance, range of motion and flexibility (provided pursuant to an IEP) (may bill multiple units) (in private residential school)	$1.63	Physical Therapist Occupational Therapist Physical Therapy Assistant Occupational Therapy Assistant

Service Code and Modifier	Service Description	Rate	Practitioner
97150-TM-U1	Therapeutic procedure(s) group (two or more individuals) (provided pursuant to an IEP) (per 15 minutes, may bill multiple units) (in private residential school)	$0.82	Physical Therapist Occupational Therapist Physical Therapy Assistant Occupational Therapy Assistant
92506-TM-U1	Evaluation of speech, language, voice, communication, and/or auditory processing, pursuant to an IEP (per hour with a maximum of four hours) (in private residential school)	$6.52	Speech-Language Therapist
92507-TM-U1	Treatment of speech, language, voice, communication, and/or auditory processing disorder (pursuant to an IEP) (per 15 minutes, may bill multiple units) (in private residential school)	$1.63	Speech-Language Therapist Speech-Language Pathology Assistant or Audiology Assistant
92508-TM-U1	Treatment of speech, language, voice, communication, and/or auditory processing disorder: group, two or more individuals (pursuant to an IEP) (per 15 minutes, may bill multiple units) (in private residential school)	$0.82	Speech-Language Therapist Speech-Language Pathology Assistant or Audiology Assistant
T1002-TM-U1	RN Services up to 15 minutes (pursuant to an IEP) (may bill multiple units) (in private residential school)	$0.93	Nurse (RN)
T1003-TM-U1	LPN/LVN Services, up to 15 minutes (may bill multiple units) (in private residential school)	$0.70	Nurse (LPN)
T1019-TM-U1	Personal care services per 15 minutes, not for an inpatient or resident of a hospital, nursing facility, ICF/MR or IMD, part of the individualized plan of treatment (code may not be used to identify services provided by home health aide or certified nurse assistant) (may bill multiple units) (pursuant to an IEP) (in private residential school)	$0.43	Personal Care Services Provider
90801-TM-U1	Psychiatric diagnostic interview examination (pursuant to an IEP) (per 30-minutes, may bill multiple unit) (in private residential school)	$5.36	Psychiatrist Psychologist Social Worker Counselor

Service Code and Modifier	Service Description	Rate	Practitioner
96101-TM-U1	Psychological testing (includes psychodiagnostic assessment of emotionality, intellectual abilities, personality and psychopathology, e.g., MMPI, Rorschach, WAIS), per hour of the psychologist's or physician's time, both face-to-face time with the administering tests to the patient and time spent interpreting test results and preparing the report (pursuant to an IEP) (may bill multiple units) (in private residential school)	$9.37	Psychiatrist Psychologist
90804-TM-U1	Individual psychotherapy, insight oriented, behavior modifying and/or supportive, in an office or outpatient facility, approximately 20-30-minutes face to face with the patient (pursuant to an IEP) (may bill multiple units) (in private residential school)	$4.36	Psychologist Social Worker Counselor
90847-TM-U1	Family psychotherapy (conjoint psychotherapy) (with patient present) (pursuant to an IEP) (per 30-minutes, may bill multiple units) (in private residential school)	$4.36	Psychologist Social Worker Counselor
90853-TM-U1	Group psychotherapy (other than of a multiple-family group) (pursuant to an IEP) (per 30-minutes, may bill multiple units) (in private residential school)	$1.05	Psychologist Social Worker Counselor
99499-TM-U1	Unlisted evaluation and management services (per 15-minutes, up to a maximum of six services per member per date of service) (related to an IEP) (in private residential school)	$1.63	Audiologist Hearing Instrument Specialist